

JUDGE POWELL

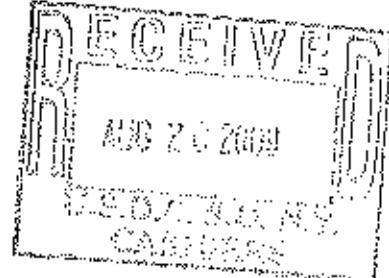
775-08/LJK/BJC  
 FREEHILL HOGAN & MAHAR, LLP  
 Attorneys for Plaintiff  
 80 Pine Street  
 New York, NY 10005  
 (212) 425-1900  
 (212) 425-1901 fax  
 Lawrence J. Kahn  
 Edward J. Carlson

09 CIV 7353

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

-----x  
 MEGASTAR SHIPPING PTE. LTD.

09 Civ.



Plaintiff,

-against -

**VERIFIED COMPLAINT**

M.S. OVERSEAS TRANSPORT CO. LTD.; SKL  
 GROUP HOLDING LTD.; PHNOM PENH  
 HIGHWAY CO., LTD.; ASK CO., LTD; ASK & KH  
 GROUP CO., LTD.; CAMBODIA POWER  
 TRANSMISSION LINES CO., LTD.; MSE KPM  
 CO., LTD.; MITSUI O.S.K. (CAMBODIA) CO.,  
 LTD.; ANGKIOR AGENCY CO., LTD.;  
 NATIONAL SHIPPING LINE (CAMBODIA) CO.,  
 LTD.; CAMBODIA HOLDING CO., LTD.; LSK  
 TRAVEL CO., LTD.; RESOURCES FREIGHT  
 (CAMBODIA) LTD.; AND KIWI BAKERY CO.,  
 LTD.

Defendants.

Plaintiff Megastar Shipping Pte. Ltd. ("Megastar"), by its attorneys Freehill Hogan & Maher, LLP, as and for its Verified Complaint against Defendants M.S. Overseas Transport Co. Ltd. ("M.S. Overseas"); SKL Group Holding Ltd. ("SKL Group"); Phnom Penh Highway Co., Ltd. ("Phnom Penh"); ASK Co., Ltd ("ASK"); ASK & KH Group Co., Ltd. ("ASK & KH"); Cambodia Power Transmission Lines Co., Ltd. ("Cambodia Power"); MSE

KPM Co., Ltd. ("MSE"); Mitsui O.S.K. (Cambodia) Co., Ltd. ("Mitsui Cambodia"); Angkor Agency Co., Ltd. ("Angkor"); National Shipping Line (Cambodia) Co., Ltd. ("National"); Cambodia Holding Co., Ltd. ("Cambodia Holding"); LSK Travel Co., Ltd. ("LSK Travel"); Resource Freight (Cambodia) Ltd. ("Resource Freight"); and Kiwi Bakery Co., Ltd. ("Kiwi") (collectively "The SKL Group Defendants") alleges as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure in that it involves a claim for the breach of a maritime contract and thus falls under this court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333.

**THE PARTIES**

2. At all times material hereto, Plaintiff Megastar was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address at 21A Neil Road, Singapore 088814.

3. At all times material hereto, Defendant M.S. Overseas was and still is a foreign business entity duly organized and existing under the laws of a foreign country with a corporate headquarters located at #355-357 Kampuchea Krom Blvd., Street 128, Sangkat Mittapheap, Khan 7 Makara, 12252, Phnom Penh, Cambodia.

4. At all times material hereto, the SKL Group Defendants have shared a corporate headquarters with Defendant M.S. Overseas at #355-357, Street 128, Sangkat Mittapheap, Khan 7 Makara, 12252, Phnom Penh, Cambodia.

**THE NATURE OF THE CLAIM**

5. Plaintiff Megastar is a Singapore-based company that owns and operates vessels and whose vessels routinely call on numerous ports in South and Southeast Asia to load and discharge cargo.

6. Pursuant to a maritime contract dated March 30, 2006, Plaintiff Megastar appointed Defendant M.S. Overseas as its port agent in Cambodia to provide services to Plaintiff's vessels when they called upon ports in that country. (See Exhibit A, copy of Agency Agreement between Plaintiff Megastar and Defendant M.S. Overseas).

7. As Plaintiff's port agent, Defendant M.S. Overseas' duties included a variety of maritime activities, including but not limited to coordinating the arrival of Plaintiff Megastar's vessels in Cambodia, signing and issuing bills of lading on behalf of Plaintiff Megastar, collecting freight payments due to Plaintiff Megastar, and coordinating the loading and unloading of Plaintiff Megastar's shipping containers. (See Exhibit A).

8. A contract for the provision of these services to a vessel falls within this court's admiralty and maritime jurisdiction.

9. Between June 2006 and September 2006, Plaintiff Megastar's vessels earned freight in the amount of \$137,554.62 from its cargo operations in Cambodia, which, pursuant to the March 30, 2006 contract, Defendant M.S. Overseas was obligated to collect and deliver to Plaintiff Megastar.

10. Despite its obligations to collect and deliver this sum to Plaintiff Megastar, and despite Plaintiff Megastar's repeated demands, Defendant M.S. Overseas has failed and/or refused to deliver the \$137,554.62 of collected freight to Plaintiff.

11. Defendant M.S. Overseas' failure and/or refusal to deliver the collected freight to Plaintiff Megastar constitutes a breach of the maritime contract it entered with Plaintiff,

and Plaintiff Megastar has issued Defendant M.S. Overseas with two demand letters (in December 2008 and February 2009) and commenced a lawsuit in Municipal Court in Phnom Penh, Cambodia to recover sums due from Defendant M.S. Overseas. (See a copy of the lawsuit in both Khmer and English attached as Exhibit B.)

12. Additionally, Defendant M.S. Overseas has unlawfully detained 20 shipping containers used in the course of Plaintiff's international shipping operations that are the sole property of Plaintiff Megastar, which despite Plaintiff's repeated requests, Defendant M.S. Overseas has refused to return to Plaintiff.

13. Defendant M.S. Overseas' detention of these containers constitutes both an additional breach of the maritime contract Defendant M.S. Overseas entered with Plaintiff as well as the tort of unlawful conversion of maritime property.

14. As a result of Defendant M.S. Overseas' continued unlawful restraint of the 20 shipping containers, Plaintiff has suffered additional damages in the amount of \$25,000, which damages form an additional claim in Plaintiff Megastar's lawsuit against Defendant M.S. Overseas in Cambodia. (See Exhibit B.)

15. Despite the language contained in the contract requiring the commencement of arbitration in Cambodia, Plaintiff's Cambodian counsel have advised us that it has commenced litigation in Phnom Penh because neither an arbitration center nor a mechanism for conducting arbitration exist in that forum, and that therefore the arbitration provision contained in the contract is non-enforceable.

THE NATURE OF THE ALTER EGO RELATIONSHIPS AMONG THE DEFENDANTS

16. The SKL Group Defendants are the alter egos of Defendant M.S. Overseas because all of the Defendants are uniformly dominated, controlled and managed by a single individual, Mr. Ly Say Khieng Oknha, to the extent that the SKL Group Defendants actually constitute one entity.

17. Despite being engaged in different types of businesses, such as shipping, transportation, tourism, and real estate, the SKL Group Defendants lack independent managerial control, and are instead organized in such a manner as to function under the direct control of Mr. Oknha. (See Exhibit C, SKL Group Organization Chart at p. 4.)

18. As evidenced by the SKL Group Defendants' organization chart and promotional materials, Mr. Oknha is the Executive Chairman and the Chief Executive Officer of the SKL Group and Chairman of the Executive Board that exerts uniform corporate control over all of the SKL Group Defendants. (See Exhibit C.)

19. By Defendant SKL Group Holding's own admission, the employees of the SKL Group Defendants work for one collective entity under the direction and control of Mr. Oknha. (See Exhibit C.)

20. Via both the SKL Group Holdings website, and the public relations report published thereon, Mr. Oknha publicly portrays himself as dominating and controlling all of the entities that comprise Defendant SKL Group from one centralized location.

21. Further evidence of the centralization and control of the individual entities that comprise the SKL Group can be found in the use of shared email addresses, website, telephone numbers, and fax lines among the SKL Group Defendants.

22. The centralized control of numerous entities managed and controlled by one individual is proof that the entities that comprise the SKL Group are not separate profit centers with independent decision-making capability, but rather form a collection of entities uniformly managed and dominated by one individual for profit.

23. As a result, the entities that comprise the SKL Group Defendants are the alter-egos of Defendant M.S. Overseas, and vice versa, and therefore liable for each others' debts and liabilities.

**REQUEST FOR RULE B RELIEF**

24. This action is brought to obtain security in favor of Plaintiff in respect to legal proceedings to be initiated in Cambodia against Defendant M.S. Overseas for its breach of obligations under the agency contract, and Plaintiff specifically reserves its rights to pursue Defendant M.S. Overseas for any damages resulting from Defendant M.S. Overseas' breaches of the underlying contract in that litigation.

25. This action is further brought to obtain security for the additional sums which are recoverable including Plaintiff's anticipated attorneys' fees and costs in the Cambodian proceedings, all of which are recoverable as part of Plaintiff's claim under Cambodian law.

26. Plaintiff estimates, as nearly as can be computed, that the legal expenses and costs of prosecuting the claim in Cambodian arbitration will be \$13,000 and interest on its damages are estimated to be \$34,136.47 (calculated at the rate of 7% for a period of 3 years, the estimated time for completion of the proceedings in Cambodia).

27. Upon information and belief, and after investigation, Defendants cannot be "found" within this District for the purpose of Rule B of the Supplemental Rules of Certain

Admiralty and Maritime Claims, but Plaintiff is informed that Defendants have, or will shortly have, assets within this District comprising, *inter alia*, cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of Defendants (collectively hereinafter, "ASSETS"), including but not limited to ASSETS in its name or for its benefit, at, moving through, or being transferred and/or wired to or from banking institutions or such other garnissees who may be served with a copy of the Process of Attachment issued herein. The total amount to be attached pursuant to the calculations set forth above is **\$209,691.09**, which includes the principal sum of \$162,554.62, plus interest, calculated at the rate of 7% for a period of three years (estimated time for completion of litigation) plus \$13,000 for estimated attorneys' fees.

WHEREFORE, Plaintiff Megastar prays:

- a. That process in due form of law according to the practice of this Court may issue against Defendants citing it to appear and answer the foregoing;
- b. That if Defendants cannot be found within this District pursuant to Supplemental Rule B that all tangible or intangible property of Defendants up to and including **\$209,691.09** be restrained and attached, including, but not limited to any cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or being transferred from or for the benefit of Defendants (collectively hereinafter, "ASSETS"), including but not limited to such ASSETS as may be held, received, or transferred in its own name or as may be held, received or transferred for its

benefit, through, or within the possession, custody or control of such banking institutions and/or any such other garnissees who may be served with a copy of the Process of Maritime Attachment and Garnishment issued herein;

c. That this Court retain jurisdiction over the matter for any further or supplemental proceedings as may be necessary, including but not limited to any order as may be necessary compelling the Defendants to arbitrate and/or for the recognition and enforcement of any award or judgment entered against the Defendants; and

d. That this Court retain jurisdiction over the matter for any subsequent enforcement action as may be necessary; and

e. For such other, further and different relief, as the Court may deem just and proper in the premises.

Dated: New York, New York  
August 20, 2000

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff

By:



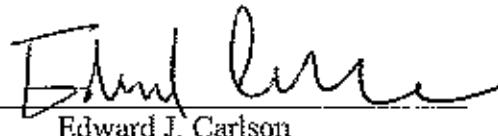
Lawrence J. Kahn  
Edward J. Carlson  
80 Pine Street  
New York, NY 10005  
(212) 425-1900  
(212) 425-1901 fax

**ATTORNEY VERIFICATION**

State of New York )  
                         ) ss.;  
County of New York )

EDWARD J. CARLSON, being duly sworn, deposes and says as follows:

1. I am a lawyer with the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.
2. The sources of my information and the grounds for my belief are communications, information and documentation provided by our client and/or by solicitors representing our client.
3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.



Edward J. Carlson

Sworn to before me this  
20 day of August, 2009



Hazel S. Rosenthal  
Notary Public

HAZEL S. ROSENTHAL  
Notary Public, State of New York  
No. 03R041178  
Qualified in Queens County  
Certified in New York County  
Commission Expires Dec. 31, 2010

## Exhibit A

## AGENCY AGREEMENT

This Agency Agreement is made on the 30TH day of MARCH 2006 by and

Between

MEGA STAR Shipping Pte. Ltd.  
(hereinafter termed as "Principals")

And

M.S. Overseas Transport Co., Ltd.  
(hereinafter termed as Agents")

Whereby it is understood and mutually agreed by the parties as follows:

1. Appointment

Principals appoint Agents as their General Agents for conventional and/or Container Transport Services in Port of Sihanouk Ville or any ports in Cambodia designated by the Principals (hereinafter termed the "Area") and Agents accept the appointment on following terms and conditions in this Agreement.

2. Agents' Duties and Responsibilities

- 2.1 In performing the services herein specified, Agents shall always use best effort to promote and protect the interests of Principals, and Agents shall be liable for and fully indemnify Principals against any kind of loss or damage incurred by Principals for any act, omission, default, error and/or negligence done by Agents or their employees or any contractor appointed by Agents. The Agents are to inform the Principals well in advance of the intended nomination of sub-agent.
- 2.2 The Agents shall have the right to appoint sub-agents at any port or places within the area where the Agents do not maintain own offices. If the Principals have reason to be dissatisfied with any sub-agents so appointed, the Agents shall promptly investigate the complaint and report thereon to the Principals. The Agents shall make a change in the appointment of a sub-agent if requested to do so in writing by the Principals. Remuneration of such sub-agents shall be paid by the Agents.
- 2.3 Agents shall provide necessary agency services as required by Principals from time to time and such services to include and not limited to the following:

- 2.3.1 Coordinating with Master, Port Authority, Terminal Operator, Ship handling agents and joint service partners for the receipt/delivery of MSS or MSS booked containers and the efficient loading/discharging of MSS vessels.
- 2.3.2 Provide for the settlement of terminal charges and any dues payable in respect of the vessels and/or operated space as and when instructed by the principals.
- 2.3.3 Make best efforts for the most economical, efficient and quickest possible dispatch of the vessels especially endeavoring to keep up with the schedules of Principals' liner service.
- 2.3.4 In the performance of its function hereunder, Agents shall at all times act as independent contractor, shall employ its own force, and shall be solely responsible for its own employees. However, Principals require Agents to appoint a team of employees headed by an experienced officer dedicated solely to look after the best interests of Principal.
- 2.3.5 Handling bookings or as directed by Principals for the allotted space or container TCU/FSU slots-space charters, operated and/or managed by Principals an other carriers husbanded by others (hereinafter termed as "operated space").
- 2.3.6 On request by Principals, Agents shall provide services of husbanding and handling all vessels owned, managed, operated or chartered by Principals (hereinafter termed the "vessels").
- 2.3.7 Where necessary only, Agents shall appoint stevedores, pilots, arrange for berths, anchorages, surveys, port formalities and other terminal services as required for handling the vessels and/or operated space. Stevedores so employed must be consistent with best terms and efficiency. Principals reserving right to decide on alternative stevedores as and when required in circumstances where-of a separate Agreement exists.
- 2.3.8 Arrange for other requirements or matters as deemed to be regular services for the vessels and/or operated space as and when instructed by Principals.

### 3. Cargo Solicitation and Operation

- 3.1 Agents shall solicit and book cargo on all the vessels and/or for operated space in accordance with Principals' tariffs or instructions then in force, and subject to Principals' Bills of Lading clauses and exceptions.
- 3.2 Agents is entitled to sign and issue Bills of Lading and other similar documents on behalf of Masters/Principals, in accordance with applicable laws, statutes, international standards, and Principals' applicable written, telexed or cable instructions. Specimen signatures of Agents authorized to sign to be registered with Principals.

11

- 3.3 Agents to arrange for delivery of cargo to consignees or to on-carriers for transhipment in accordance with Bills of Lading issued by and on behalf of Principals.
- 3.4 Agents to arrange for collection of documents i.e. cash deposit, Letter of Guarantee, Average Bond etc., and attend to General Average requirement as and when instructed by the Principals.
- 3.5 Agents arrange to lease container when instructed by Principals.
- 3.6 Agents to perform the complete custody, control and supervision of the Principals' owned or leased equipment(s) (container chassis etc.) while such equipment shall be placed and/or operated in the area. Agents shall comply with the turnaround target days of Principals' owned or leased containers.

3.7 **Claims**

- 3.8 Agents to investigate and report immediately to Principals of any claim filed by third parties against the Principals and the vessels, and/or cargo etc.
- 3.9 Agents to perform, adjust, apportion, settle and deal with any claim on behalf of the principals when so instructed and authorized in writing. Settlements of all claims are however subjected to prior written approval from Principals.

4. **Information**

Agents to report changes in port tariffs and conditions and other relevant information regarding activities of competitor lines and also important information in the interests of the Principals when known as soon as possible.

5. **Collection and Remittance of Freight**

Agents to collect all freight and other charges due and payable to principals and promptly remit to principals in accordance with Principals' instructions. For all cargo booked by the Agents, the risk of outstanding collections is for the account of the Agents.

Agents warrant to be responsible for , and shall indemnify Principals from any loss or damage arising from the issuance of credit with respect to all outbound prepaid and inbound collect ocean freight and accessorial charges unless:-

- (i) specially authorized by the Principals;
- (ii) with respect to freight and charges when such freight and charges are booked by another agent of Principals with authority to sign and issue Bills of Lading on behalf of the Masters/Principals.

**6. Accounts**

- 6.1 Agents undertake to keep records of all accounts and render accurate disbursements. Agents shall telex advise Principals within three days after vessel's departure the estimated revenue/costs for each voyage and dispatch Actual Disbursement account according to Principals' format within four (4) weeks after vessel's departure. Original supporting vouchers must be attached with the Disbursement Account. Upon presentation of valid invoice and supporting vouchers etc, Principals undertake to bear costs of all approved expenses actually incurred in connection with service rendered.
- 6.2 Agents acknowledge that any monies and/or funds collected by Agents on behalf of Principals by this Agency Agreement are exclusively the property of Principals, and such funds or part thereof can be used by Agents for offsetting Principals accounts, where and only when Principals authorized in writing as to the amount to be used such offsetting.

**7. Compensations to Agents by Principals**

In full compensation of all services to be rendered and facilities to be provided by the Agents under this Agreement Principals agree to pay the Agents compensation as set forth in Schedule "A" annexed hereto and made part thereof. It is specially agreed between the parties that Schedule "A" may at any time be modified by Mutual Consent of both parties without otherwise affecting the terms and conditions of this Agreement.

**8. Books and Records**

Agents shall maintain complete and accurate records and accounts involving handling of any and all Principals' matters. The Principals may examine at any time the Agents' books, records and related documents in connection with its duties stipulated in this agreement.

**9. Validity**

Subject always to termination by either party sixty (60) days' written or telegraphic notice to the other, this Agreement is for a period of twelve (12) months and shall be reviewed thereafter.

**10. Arbitration and Governing Laws**

This Agreement shall be governed by and construed according to Cambodian Law. Any difference of opinion or any claim or dispute arising out of this Agreement shall be settled by arbitration at Cambodia with each party appointing an arbitrator, and the two arbitrators having power to appoint an umpire.

11. Notice

Any notice given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given delivered by hand or by telegram, Telex or mail to the other party at the address for such party set forth below:-

Principals' Place of Business

MEGA STAR Shipping Pte, Ltd.  
21A Neil Road  
Singapore 088314

Telephone: +6562258226  
Fax No: +6562255993

Agents' Place of Business

M. S. Overseas Transport Co., Ltd.  
No. 355-357 Kampuchea Krom Blvd.  
(128<sup>th</sup> Street) Sangkat Mittapheap,  
Khan 7 Makara, 12252  
Phnom Penh, Cambodia

Tel. No.: +855-23-880157 / 880159  
Fax No.: +855-23-880054

12. Counterparts

This Agreement has been prepared in duplicate counterparts and each properly executed, shall be deemed an original, and it shall not necessary in making proof of this Agreement to produce more than one such counterpart.

//

SCHEDULE "A"

AGENCY AGREEMENT

Between

MEGA STAR Shipping Pte. Ltd., as Principals

And

M.S. Overseas Transport Co., Ltd., as Agents

ADDENDUM No. 1

As per item 8 on Compensation for services rendered by Agents with reference to said Agency Agreement, it is agreed that Principals shall compensate Agents as follows:-

Container Services

Commission on Ocean Freight (excluding LCL services, CAF, BAF, THC, freight rebates and other service charges).

Local cargo Booked And Loaded By Agents (COCs)

(a)	Outward Shipments	=	5.0%
(b)	Inward Shipments	=	2.5%

2. Feeder/Shippers' Own Containers (SOCs)

Where freight is earned for SOC boxes, a fixed fee per container is charged:-

a.)	Import Laden	\$5.00/20', \$10.00/40', 45'
b.)	Import Empty	\$5.00/20', \$10.00/40', 45'
c.)	Export Laden	\$10.00/20', \$20.00/40', 45'
d.)	Export Empty	\$5.00/20', \$10.00/40', 45'

3. Communication costs is US\$1,200.00 per month includes Telephone, Fax and Internet.

4. Advertising

Provided Principals have given prior written approval, advertisement expenses will be shared equally by Principals and Agents.

Signed for Principals:



Signed for Agents:



Witness:

LL  
Lim Lay Hong

Witness

John BIN THEINY

Date:

20th MARCH 2006

11<sup>th</sup> APRIL 2006

## Exhibit B



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RESULTS: 10000 ALGAE STAR SUPPLY PRE-TEST AND POST-TEST

Die Ergebnisse der Untersuchungen der Befestigungen der Bausubstanz und der Bauteile der Bausubstanz sind in den vorliegenden Berichten zusammengefasst.

85/2020/2020

### ការគ្រប់គ្រងសាខាអាស៊ាន់ជាអំពីរបាយកិច្ច

650/651/652

95 million passengers over 10 years. The 2009-10 budget includes

Journal of Management Education 33(10) 1293–1314 © 2009 Sage Publications 10.1177/1052562909337001 <http://jme.sagepub.com> <http://jme.sagepub.com> <http://jme.sagepub.com>

和本研究的实验结果一致，说明本研究的实验结果具有较高的可信度。

16.10.2018 11:56:44 am, Imaadulla Hassan

to the next section of the text.

and the first time that the author has been able to do this. The author would like to thank the editor for the opportunity to publish this paper, and would like to thank the anonymous referee for the helpful suggestions and comments that have greatly improved the paper.

Black Friday shopping is a tradition that has been around for decades, and it's not going away any time soon. As more and more people turn to online shopping, the impact of Black Friday on the retail industry is likely to continue to grow. However, it's important to remember that the success of Black Friday is not just about the deals and discounts; it's also about creating a sense of community and excitement around the event. By understanding the psychology behind Black Friday, retailers can create a more engaging and memorable shopping experience for their customers.

Exhibit 17903 was obtained from a defendant in a case involving the manufacture, possession, and distribution of illegal drugs. The defendant was charged with conspiracy to manufacture, possess, and distribute illegal drugs. The defendant was also charged with possession of illegal drugs with intent to distribute. The defendant was found guilty of all charges and was sentenced to prison for a period of 10 years.

and the following year he was appointed to the faculty of the University of Michigan.

Journal of the American Statistical Association, 1980, Vol. 75, No. 369, pp. 33-43

## 第二章 亂世之亂世：民變與社會動盪

1990;

• *What are the main features of the new system?*

for a 100% implementation of the new standard.

17. *W. L. Ladd, The History of the First Presbyterian Church of New Haven, Connecticut, 1705-1850* (New Haven, 1850), pp. 11-12.

1990-2000: 35% of 1990

**KINGDOM OF CAMBODIA  
NATION RELIGION KING**

**Lawsuit**

**Plaintiff:** MEGASTAR SHIPPING PTE LTD (MEGARSTAR), having office at N° 21A NEIL ROAD SINGAPORE 088814, represented by Mr. CHUA SWEE TECK, male, 53 years old, holding Passport N° S1186107E.

**Authorized Attorney:** HBS Law Firm & Consultants, having its office at Level 2, SOMA Tower, Street 120, Sangkat Phsar Thmey I, Khan Daun Penh, Phnom Penh, via Power of Attorney dated 31-03-2009, represented by Mr. Ly Tayseng and Mr. Heng Sotheavannarith ("attorneys"), contact number is 017 555 268, 012 995 654.

**Defendant:** MS OVERSEAS TRANSPORT CO, LTD (MS OVERSEAS), having office at N° 355-357, Street 182, Sangkat Mittapheap, Khan 7 Makara, Phnom Penh, represented by Mr. Ly Say Kheang, male, Cambodian nationality, Director.

**Attention:**

**H.E President of Phnom Penh Municipal Court**

**OBJECTIVE: REQUEST THE COURT TO RENDER A JUDGMENT AS FOLLOWS:**

1. To order MS OVERSEAS, represented by Mr. Ly Say Kheang, to pay the debt in an amount of USD163,054.62 (One Hundred Sixty Three Thousand Fifty Four United States Dollars and Sixty Two Cents) to MEGASTAR;
2. To order MS OVERSEAS to compensate MEGASTAR for the damages, time lost and costs for resolving the case in the total amount of USD15,000 (Fifteen Thousand United States Dollars);
3. To confiscate all MS OVERSEAS's properties for selling in auction to settle the debt; and
4. Procedural costs shall be borne by the defendant.

**Main facts and reasons of claims:**

MS OVERSEAS TRANSPORT CO., LTD, represented by Mr. Ly Say Kheang, male, Cambodian Nationality, Director, has entered into an Agreement dated 30 March 2006 with MEGASTAR SHIPPING PTE LTD, an International shipping company in Cambodia, in which MS OVERSEAS TRANSPORT CO., LTD was appointed as its Agents.

With reference to the Agreement dated 30 March 2006, both companies cooperated in business for a period; particularly at the Autonomous Port of Preah Sihanouk Province where their obligations stipulated in the Agreement were executed.

But regarding this Agreement, **MS OVERSEAS** did not pay **MEGASTAR** the freight collection charges due from June to September of 2006 in an amount of USD137,554.62.

Additionally, **MS OVERSEAS** has possessed 11 (eleven) containers of **MEGASTAR**, including EOLU 8837881, EOLU 8882319, EOLU 3289830, EOLU 2230490, EOLU 8882474, EOLU 4970704, MESU 2000926, MESU 2001455, MESU 2001080, MESU 2000079 and MESU 2001440, in which 10 containers valued at USD2,200 for each, and one container valued at USD3,500. Hence, the total value of the containers is USD25,500.

**MEGASTAR** issued two demand letters dated 22 December 2008 and 13 February 2009 to **MS OVERSEAS** for settling the outstanding payment, but **MS OVERSEAS** did not do so.

Taking everything into account, **MS OVERSEAS** still owes **MEGASTAR** for the debts of freight collection charges and container costs in an total amount of **USD163,054.62** (One Hundred Sixty Three Thousand Fifty Four United States Dollars and Sixty Two Cents). But until now, **MS OVERSEAS** has not settled the outstanding payment.

In light of the above mentioned, we would like to ask the court to issue a judgment as per **MEGASTAR**'s claims stated in the above objective.

Please accept, your Excellency, our highest and sincere regards.

Phnom Penh, 4 June 2009

Signature & seal

Ly Toyseng Heng Sopheavannarith

CC:

1. Power of Attorney dated 31 March 2008
2. Last balance sheet dated 3 October 2006
3. Demand Letter dated 22 December 2008
4. Demand Letter dated 13 February 2009

## Exhibit C



# Corporate Profile

*"whatever it takes!...now...future..."*

356-357 Keungchha Kreas Blvd. (Street 128)  
Sangkat Mittaphroop  
Khan 7, Phnom Penh (12293)  
Phnom Penh  
Kingdom of Cambodia  
Phone: +855-23-880037, Fax: +855-23-880017  
E-mail: [info@sklgroup.com](mailto:info@sklgroup.com), Visit: [www.sklgroup.com](http://www.sklgroup.com)



MSE KPM Co., Ltd.



M.S. Overseas Transport Co., Ltd.



National Shipping Lines  
of Cambodia Co., Ltd.



Angkhor Agency Co., Ltd.



Mitsui O.S.K. (Cambodia) Co., Ltd.



ASK Co., Ltd.



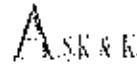
Cambodia Holding Co., Ltd.



Resources Freight (Cambodia) Ltd.



Kiwi Bakery Co., Ltd.



ASK & KH Group Co., Ltd.



Phnom Penh Highway Co., Ltd.



LSK Travel Co., Ltd.



(Cambodia) Power  
Transmission Lines Co., Ltd.

*"Our strength is in our people. They are the foundation of our reputation for quality, responsiveness and innovation.*

*We have many diverse ideas and many different people throughout our organization, yet we are still one company, one team..."*



This year we have many new plans to strengthen our position in the market and enhance further our services and products to our customers. Our philosophy is that all of us at SKL Group are responsible for exceeding customer expectations through delivering high quality services and products. It is my earnest desire for SKL Group to achieve the highest level of customer satisfaction. I encourage our employees to face the challenges with a positive mindset, with creative and innovative ideas, and with drive and enthusiasm.

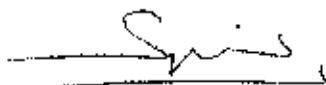
Our key differentiating point is our people and our passion for excellence in client services. In delivering our services, we regard ourselves as partners to our clients.

We seek to deliver value to our customers by providing proactive solutions to their requirements. Hence, we will strive to communicate wider and deeper, pursue our work with creativity and passion, and act much faster and more dynamically.

Our aim is to excel in every dimension of our work, to keep learning, improving and reinventing ourselves.

In closing, I would like to take this opportunity to acknowledge and thank our customers, our representatives, our business associates, our partners, our employees, management and board of directors for their continued contribution and support to achieve our corporate vision and goals.

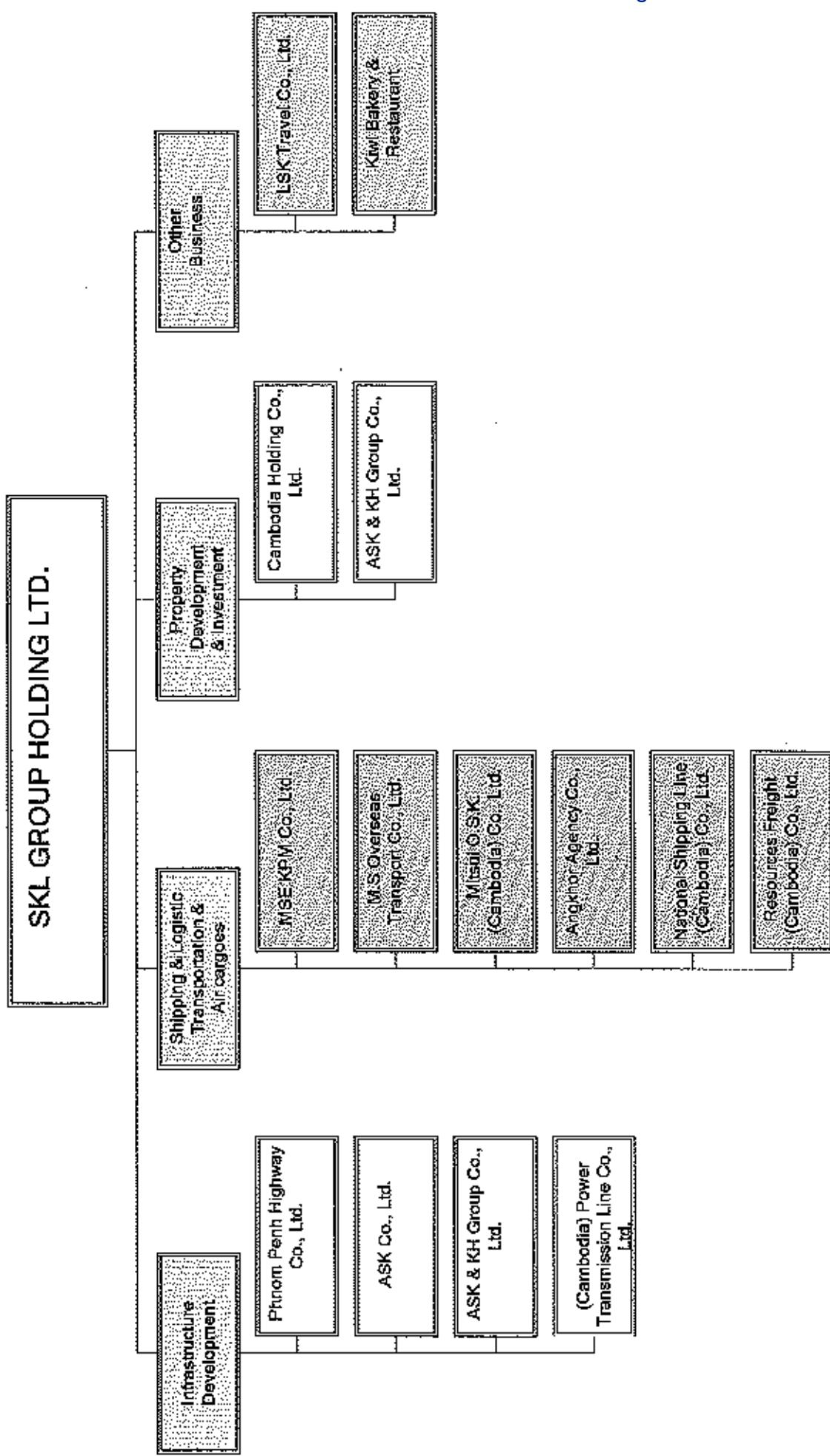
Best Wishes,

A handwritten signature in black ink, appearing to read "Say Khieung".

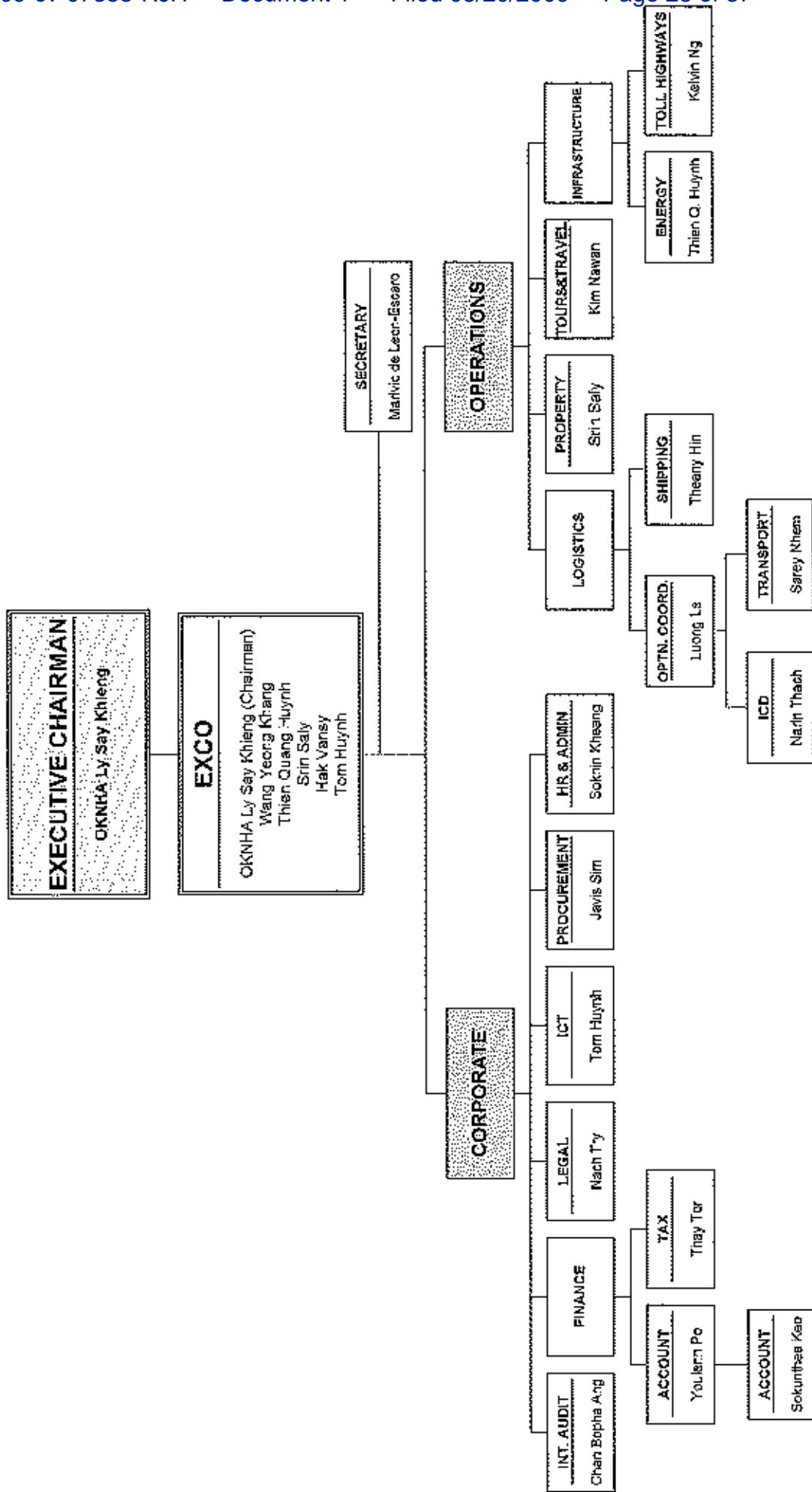
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OKNHA Ly Say Khieung  
Chief Executive Officer  
SKL Group Holding Ltd.

## SKL GROUP OF COMPANIES



# STRUCTURE ORGANISATION CHART



The SKL Group Holding Ltd is a well respected and established company in the Kingdom of Cambodia. Since its inception in 1990 during an uncertain and turbulent time, it has survived, grown and extended its reach as a leading organization under the leadership of its CEO, OKNHA Ly Say Khicng. SKL Group was the first company to bring shipping lines into Cambodia, since then the Group has expanded its businesses and became a leader by providing integrated services in the area of shipping, logistics and transportation.

#### SKL Today & Future

Today, the SKL Group is proud of its achievements, each is bearing marks of

imagination, boldness and total commitments. It took bold steps into the international arena, taking the international companies in their strides, building strategic partnerships, combining resources, engineering expertise and technologies to build and rebuild

Cambodia's much needed infrastructure. Having firmly established itself as a premier service provider in the shipping, logistics and transportation industry, the SKL Group vied into the infrastructure sector building and operating toll highways and soon to commence, power transmission systems. ■

#### Our People, Our Resources

SKL Group is a fast paced, energetic, dynamic environment that employs people with strategic and innovative ideas. We pride ourselves on the ability to recruit leaders with diverse background, well-educated and experienced. This leads to the unique working environment of cultural diversity required to fulfill our many goals and projects. The people of SKL Group are the heart and soul of our business, building relationships with our customers and our consumers in the communities we serve. By putting people first, we hope to create value for everyone touched by our Company.

We strive for an atmosphere in which all employees are comfortable being themselves - offering ideas, making suggestions, expressing views, and appreciating our shared and unshared

differences. Our clients recognise our accomplished team's unity, expertise, and commitment to excellence. With over 500 employees and offices in Phnom Penh, Sihanoukville, Poi Pet and various other destinations in Cambodia, teamwork is emphasized with a sustained focus on delivering outstanding client service. ■



**Technology Systems**

SKL Group believes in smart business. With investments and commitments in latest information technology, operating environment and smart thinking, have brought us at the forefront of innovative services. We continually invest in technology to ensure that our business and staff have the tools they need to provide our clients the best services possible. These commitments will enhance our strength, increase revenues and productivity, reduce costs, improve customer service and create value as we move forward. Over the past years SKL Group has built a technology platform that ensures technology services, communications and support are available whenever necessary to maintain and enhance client service. Reliability, connectivity and availability are the key elements of this platform. Our technology efforts today are focused on leveraging this platform and

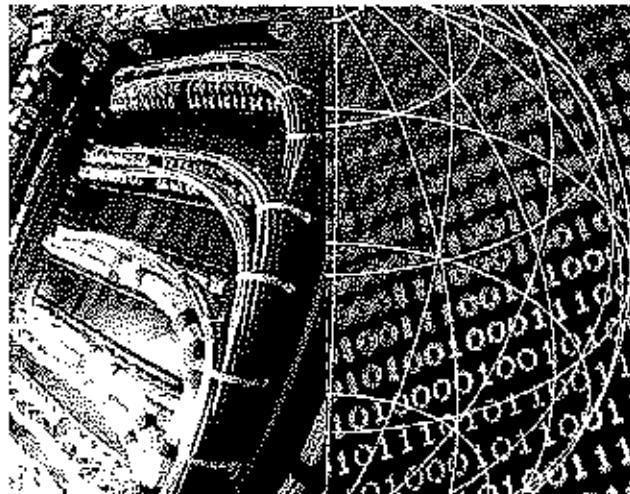


innovating to provide technologies and tools that help our people deliver better, quicker and more client-friendly service and to achieve positive results. ■

**Connectivity**

The combination of our network, our use of the Internet, and our use of wireless and laptop computing allows our people to be in contact with our clients as well as anyone else or any resource in our organisation at any time. Each of SKL Group's more than 500 staff, secretaries, Sales Executives, Managers, and administrative staff have access to PCs and the latest in technology available to them in their offices. Our staffs are never out of touch with our clients or the resources that are required to support them. Our offices are connected via a robust and secure Wide Area Network (WAN) that supports voice and data communications. Within each office, communications travel over a gigabit Ethernet backbone. With this sophisticated communications infrastructure,

we can use the latest Internet, Intranet, email and other communications technologies. One of the most important aspects of this network is its functionality. ■



**S**KL Group is the first company to bring shipping and logistics into Cambodia and the first to build and operate ICD Inland Port in Cambodia. We are a leader in providing integrated services in shipping, logistics, warehousing and transportation with competitive advantage of synergistic diversification of our operation and staff from various disciplines – our people are united in teamwork and committed to service through excellence. By establishing strategic links and collaboration with domestic and overseas partners, we have positioned ourselves as a major player successfully competing in the national and international market place. To date, our logistic and warehousing operation handles in excess of 1000 containers and shipments per month. Our operation covers ports from Sihanouk Ville to Phnom Penh. We have in excess of 200 staff to handle operations in this area. Our diverse operation and experience coupled with technology for process automation, offers unmatched services to our clients, whether it'll be export or import by sea or air, we provide the full facility to suit all requirements.

## Services



**MSE KPM Co., Ltd.**

- ☛ Sorting & packing
- ☛ Garment on hanger

### Service provided at MSE KPM Port

- ☛ Bonded warehouse and container yard
- ☛ Customs clearance and documentation
- ☛ Dedicated container freight station
- ☛ Dedicated container depot for MT storage
- ☛ Repair & maintenance facilities
- ☛ LCL import & export
- ☛ Long term warehouse rental
- ☛ Third party warehouse management
- ☛ Open storage yard
- ☛ Container trucking
- ☛ Container reefer points
- ☛ Cargo pick up trucking
- ☛ Cargo consolidation
- ☛ Barcode scanning



**M.S.O Overseas Transport Co., Ltd.**

- ☛ Container trucking
- ☛ Container reefer points
- ☛ Cargo pick up trucking

### MSO provide a wide range of services including

- ☛ Custom clearance and documentation
- ☛ Dedicated container depot for MT storage
- ☛ Repair & maintenance facilities
- ☛ LCL import & export
- ☛ Long term warehouse rental
- ☛ Open storage yard

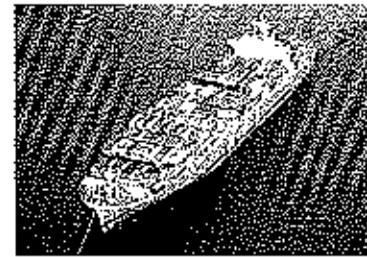




**Mitsui O.S.K. (Cambodia)  
Co., Ltd.**

*"Reliable, Fast, Efficient..."*

worldwide sea freight services with the best transit time around the world



- ☞ Worldwide sea freight service
- ☞ Import and export
- ☞ Consolidation service

- ☞ Inland haulage
- ☞ Logistic package



**Angkor Agency Co., Ltd.**

AAC provide a wide range of services including



- ☞ Shipping agency
- ☞ Customs brokerage
- ☞ Inland haulage
- ☞ Consolidation

- ☞ Shipping scheduling
- ☞ Cruises



**National Shipping Line  
(Cambodia) Co., Ltd.**

Feeder Agency



- ☞ Import / Export
- ☞ Container services
- ☞ Cargo trucking



**Resources Freight  
(Cambodia) Co., Ltd.**

International Air Freight Forwarding



- ☞ Air and sea freight forwarding
- ☞ Import and export customs clearance for air/sea freight
- ☞ Cargo consolidation
- ☞ Warehousing and logistics
- ☞ Door to door delivery
- ☞ Inland haulage

- ☞ Container freight station (CFS)/ container yard (CY)
- ☞ Air and shipping agency



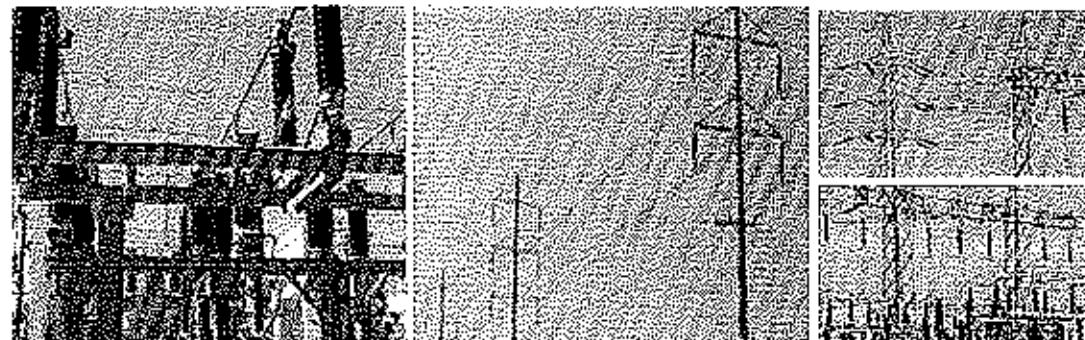
As part from its core business, the SKL Group had ventured into the development of Toll Highways, having successfully completed and delivered two Toll Highway projects in Phnom Penh of 9km and 12km respectively. A third 13km Toll Highway is currently under construction. These were undertaken with in-house resources in joint venture with a Malaysian public-listed company.



#### Power Transmission System



An associate company, (Cambodia) Power Transmission Lines Co Ltd, had been awarded a Build-Operate-Transfer (BOT) Project for the construction of 115kV Transmission Lines and Substations in North Western Cambodia, covering a distance of 221km in the provinces of Banteay Meanchey, Siem Reap and Battambang. This system, forming part of the National Power Grid, will transmit power from Thailand to Cambodia, providing the impetus for the development of this growing region of the country.

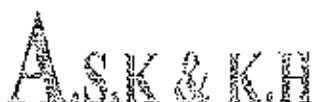




The SKL Group owns over 2000ha of land throughout the country. It intends to develop these lands in the near future as a business. It also owns another 1000ha of land near Poi Pet in North Western Cambodia, which had been licensed and to be developed as an Export Processing Zone.



*"Real Estate investment and building properties for home, commerce and industry..."*



In recent years, Cambodia has opened its doors for foreign investors. Recognizing the potential of export markets for Cambodia's economic growth; we set the objective to be a reliable partner for exporters and importers who want their cargo moved fast and at lower costs.

In light of this, the need for comprehensive trade processing zone becomes more and more visible. ASK&KH have made significant investment in property and have embarked on projects to construct commercial and industrial zone for export and import in Poi Pet (the Cambodia-Thai Border). As part of this project, ASK&KH will also construct the necessary infrastructure to support the industrial zone such as:

- ❖ *New Toll Roads and Highways in form of BOO (Build, Operate, Own)*
- ❖ *New ICD Dry Port/Inland Container Depot*
- ❖ *Property Development Investments*
- ❖ *IPP (Independent Power Production)*
- ❖ *Water supply systems*

The new Toll Roads/Highways which runs from the border of Thailand to Cambodia will ensure the efficient transportation of cargoes. The construction of new water supply systems and Power Production Systems (IPP) will supply much needed resources to the Industry Zone.

This new Industrial Zone will have significant economic and social benefits such as reducing poverty by creating jobs for local people and increase tourist movement.





**L**SK Travel Co., Ltd. is a Travel agency registered with the ministry of commerce since February 1999, and become an IATA BSP on April 2004.

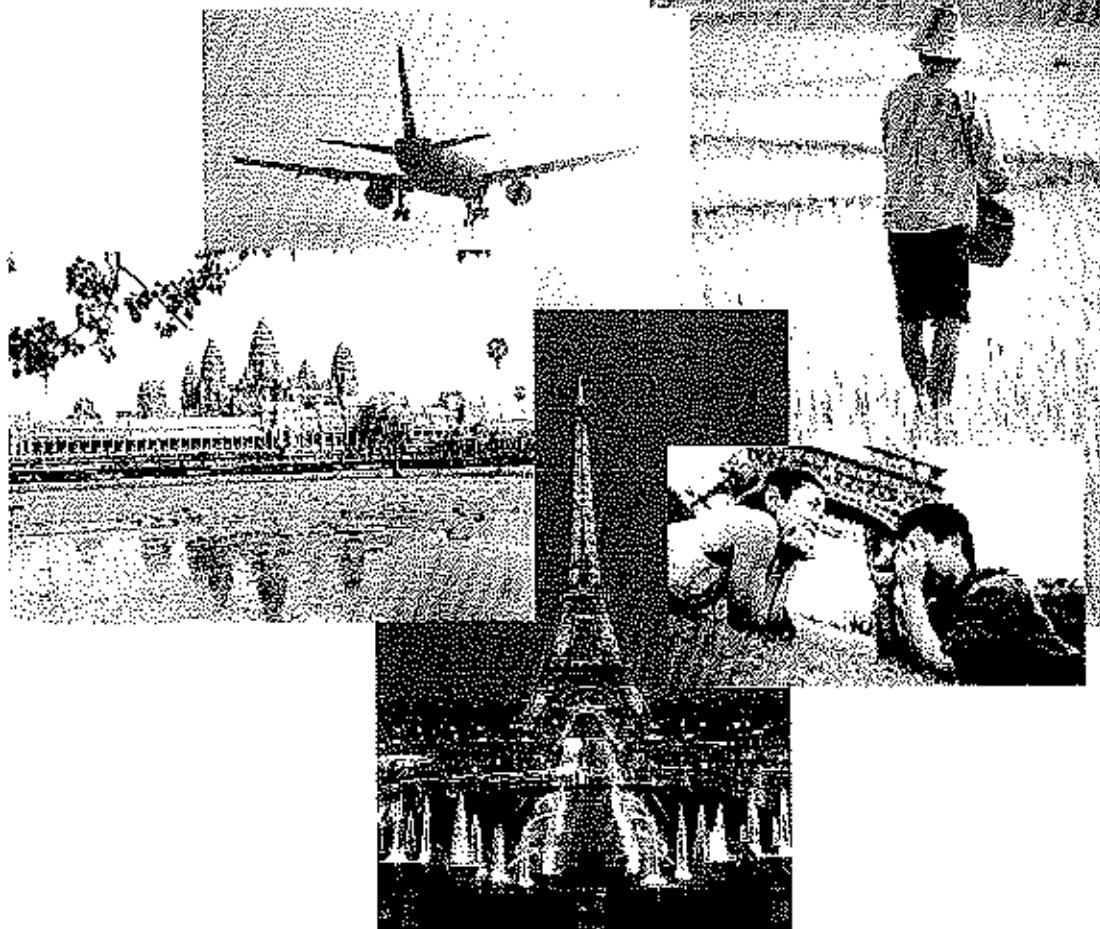
LSK Travel is one of the subsidiary company of SKL Group Holding Ltd., and equipped with computerised booking system which can give fastest and reliable services to our customer and employs strong and motivated staffs trained by IATA (International Air Transport Association).

From the beginning until present, the LSK Travel has been recognized by most airlines operating in Cambodia as one of their top selling agents. We offer numerous magnificent holiday tours; featuring Cambodia and nearby countries such as Hong Kong, Singapore, Malaysia, China, Vietnam, India, Nepal, Thailand and European

Countries. We continuously strive to improve more our services in order to meet and respond in our client's expectation, our only one goal—"To give fastest and reliable service to the Customer".



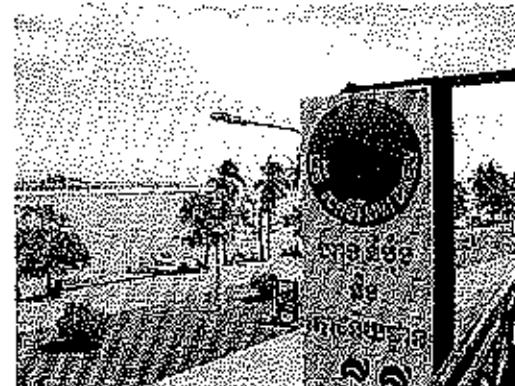
- ❖ International/domestic ticketing (On-line reservation)
- ❖ Ticket wholesales/direct sales/ corporate sales
- ❖ Inbound & Outbound tours
- ❖ Visa arrangements
- ❖ Cambodia Visa extension
- ❖ Hotel reservations



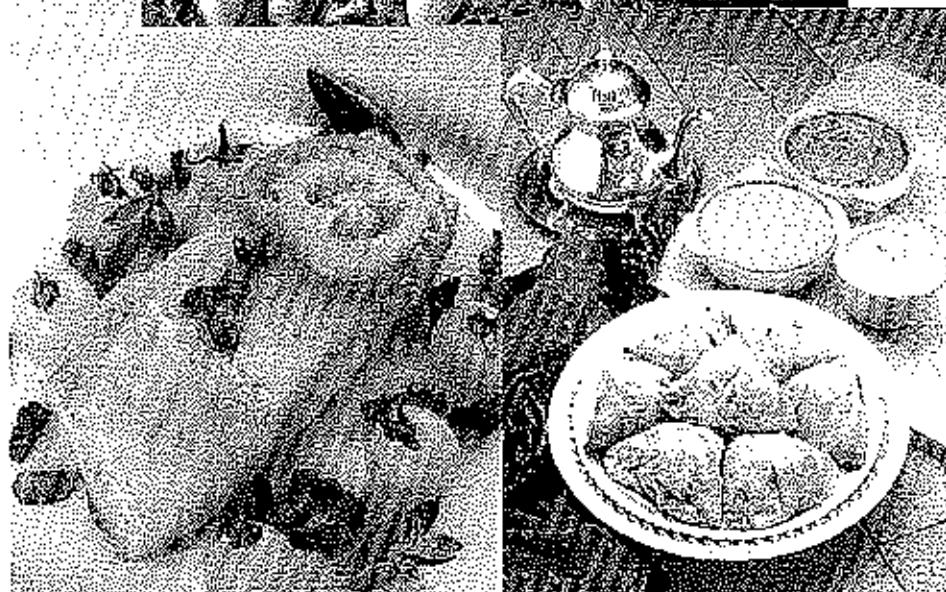


**K**iwi Bakery & Restaurant offers you a new level of dining while soaking up the fabulous River views of Phnom Penh. With its warm casual dining and modern settings, it's a perfect place to relax and enjoy a drink or a beautiful meal for breakfast, lunch or dinner.

Kiwi menu, based on traditional Khmer, Thai, Chinese and European recipes and using the best quality ingredients, is perfectly complimented by an impressive wine list.



Kiwi offers relax dining experience for families and friends in a friendly casual environment. You can entertain business colleagues and discuss business in comfort. Our friendly staff will assist you with all your needs and we look forward to welcoming you at any time of the day.



For all general enquiries please send email to [info@sklgroup.com](mailto:info@sklgroup.com)



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Phnom Penh Highway Co., Ltd.  
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E-Mail: kelvin1668@online.com.kh



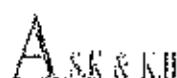
LSK Travel Co., Ltd.  
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